

ADOT ECS File No.: JPA 07-114 I
AG Contract No.: P001 2007 004068
Project: Closed-Circuit Television
Camera Live Video Access & Usage
Section: Metropolitan Phoenix
TRACS No.: Not Applicable

JOINT PROJECT AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TRAFFIC.COM
(a division of Navteq)

THIS AGREEMENT is entered into December 18th 2007, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "State") and TRAFFIC.COM, a division of Navteq Corporation ("Traffic.com"). The State and Traffic.com are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-408 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. Traffic.com is empowered as a division of Navteq Corporation, which has delegated to the undersigned the authority to execute this Agreement on behalf of Traffic.com.
3. The purpose of this Agreement is to establish policies for providing working space for a representative of Traffic.com within the control room of the State's Traffic Operations Center (TOC) facility and making provisions for gaining access to the State's TOC facility during authorized working days. The authorized representative will be located at the State's TOC facility, in order to gather and disseminate traffic information to motorists.

II. BACKGROUND

1. In the highly mobile society of the United State, motorists constantly desire and require accurate and timely traffic information to help them decide how quickly and safely they can reach their destinations. The State's TOC collects real-time traffic information, which can be made available to the general public. This information is principally generated from the Freeway Management System (FMS), the AZTech Model Deployment Initiative, the Internet, Kiosks, and Highway Condition Reporting System (HCRS).
2. Traffic information can improve safety by helping drivers avoid situations where crash risk is greater due to traffic congestion, roadway conditions, or environmental factors. Traffic information also provides route guidance to emergency responders, which can drastically reduce the response time, thus decreasing the severity of injuries or prevent fatalities.
3. The State has embarked on an extensive Freeway Management System (FMS) program in the Phoenix and Tucson metropolitan area to minimize the impact of incidents, to maximize traffic flow, and to provide timely and accurate traffic information.
4. In addition to the State's FMS, which has been in operation since 1995, the Phoenix metropolitan area was selected by the United State Department of Transportation (DOT) in 1996 as one of the four model deployment cities in the country to provide an integrated traffic information system for the multi-

modal traveler, with the State's TOC and its FMS program being the hub of the activities and information dissemination.

III. SCOPE OF WORK

1. Traffic.com shall:

a. Designate one individual, (and a replacement individual when that individual is absent), who will be stationed at the State's TOC facility from Monday through Friday of every week from 5:00 a.m. to 7:00 p.m. The duties of the designated individual will be to collect real-time traffic information from the State's TOC facility and disseminate that information to TRAFFIC.COM headquarter located in Wayne, PA for dissemination to the users.

b. Supply a personal computer, a telephone, a telephone line, access to the Internet, and other miscellaneous office supplies to its representative at the State's TOC facility. The equipment shall be used for gathering and transmitting the traffic information to Traffic.com headquarters in Wayne, PA. The State's TOC personnel have the right to determine at what location of the State's TOC control room the equipment is to be placed in order to avoid interference with the State's TOC equipment and personnel activities.

c. Prior to equipment installation, meet with the State's TOC personnel to discuss the proposed installation referenced in III.1.b as above.

d. Give the State's TOC personnel at least three working days advanced notice for the initial equipment installation, and a minimum of two hours notice for any maintenance and repair visits.

e. Be responsible for the service, maintenance, expenses, and upkeep of its installed equipment and the telephone line at the State's TOC facility.

f. While transmitting the traffic information from the State's TOC facility, regularly announce the traffic information provided and that the traffic information provided is being disseminated from the State's TOC facility. It is understood that violation of this policy shall cause the cancellation of this service.

g. Be responsible to submit in writing to State's TOC Manager or Operations Supervisor the name(s) of the proposed individual(s) prior to any replacement or substitute of its designated reporter at the TOC facility, or if to bring other individuals to State's TOC facility for any purpose. The list shall include the role and responsibility of each individual and anticipated schedule and equipment. The State's TOC Manager or Operations Supervisor has the right to request criminal background checks be performed on all individuals proposed for accessing the facility at its discretion.

h. Agree that this Agreement does not grant Traffic.com an exclusive partnership with or privileges from the State's TOC, and therefore, agrees to coordinate and cooperate with other users in the designated area(s) so as not to disrupt the operations of the State's TOC.

i. Agree that Traffic.com access to the State's TOC facility is limited to the hours between 5:00 a.m. to 7:00 p.m.

j. Agree not to conduct activities in any way that reduces the State's TOC ability to respond to emergencies and perform its normal functions.

k. Agree not to have access to the State's TOC equipment, information, or personnel other than as specifically set forth herein.

l. Provide the State's TOC Manager or Operations Supervisor with a contact person and with a list of all supplied equipment at the TOC.

m. Be solely responsible for providing other means of broadcasting traffic information during periods when the TOC supplied traffic-related information are unavailable due to equipment malfunction, repairs, routine maintenance operations, shortages of personnel, ongoing response to emergency situations and incidents, or other circumstances beyond the TOC's control.

n. Agree not to assign, transfer, convey, or sublet this Agreement, or any part thereof, without prior written consent of the State's TOC Manager or Operations Supervisor.

o. In order to maintain the State's TOC facility security, assign Traffic.com personnel the State furnished badge, which shall be worn and displayed at all times while present at the State's TOC facility.

p. Contact the State's TOC Manager or the Operations Supervisor for any questions or concerns as mentioned above.

q. Maintain the confidentiality of, and will not use or distribute, any confidential information, confidential data or other confidential items of ADOT.

2. The State will:

a. Provide a cubicle, desk, chair, and cabling from the communications room to the assigned cubicle in the control room where the designated Traffic.com personnel shall be stationed.

b. Provide Traffic.com personnel access to the State's TOC building and parking area, and entry to the control room. The State TOC operators will provide Traffic.com personnel access to the TOC parking lot.

c. Allow Traffic.com and other traffic information providers fair and equal access to its traffic information.

IV. AMENDMENT

1. This Agreement may be amended at any time upon mutual written Agreement between both parties. No agent, employee, or other representative of any party to this Agreement is empowered to alter any of the terms unless it is done in writing and signed by the designated officers of the respective parties, their authorized representatives, or duly appointed successors.

V. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date and may be amended, upon mutual consent of both parties. All reviews of this Agreement shall be completed prior to the end of the 5th year anniversary date prior to automatic renewal. The Agreement shall automatically renew for an additional five (5) year period unless either party exercises its termination rights, hereafter described. This Agreement may be cancelled by either party at any time upon 90 days' written notice.

2. The State assumes no obligation or liability under this Agreement. It is understood and agreed that the State's participation is confined solely to providing Traffic.com access to TOC facilities and public information; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of Traffic.com, and that to the extent permitted by law,

Traffic.com hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance by Traffic.com, or its independent contractors, or any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees in any litigation in which the State, its departments, agencies, officers or employees is the prevailing party.

3. This Agreement shall become effective upon both Parties' signatures.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The State's TOC reserves the right to immediately terminate this Agreement at its discretion. Instances that may warrant such termination shall include, but are not limited to at a minimum, the following:

- a. Misrepresenting the State's TOC's involvement in this partnership.
- b. Misrepresenting the traffic conditions.
- c. Inappropriate comments or behavior inconsistent with the goals and mission of the State's TOC.

6. Traffic.com shall not transfer, sell, assign or otherwise dispose of all or any part of the Agreement or the rights hereunder without prior written consent of the State.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

9. This Agreement shall be interpreted in accordance with Arizona law. In the case of any dispute under this contract, venue shall lie in the Maricopa County Superior Court in Phoenix, Arizona.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
(602) 712 7424 FAX

Traffic.com,
a division of Navteq Corporation.
Phoenix Operations Supervisor
14700 N. Airport Drive, Ste 106
Scottsdale, Az 85260
(480) 951-6264
(480) 951-9271 FAX

Traffic Operations Center
Arizona Department of Transportation
2302 W. Durango Street MD PM02
Phoenix, AZ 85009-6452
FAX: (602) 495-9013

With Copy to:
Navteq Corporation
Attn: Jere Sullivan
851 Duportail Rd., Ste. 220
Wayne, PA 19087
(610) 407-7401

11. The Parties are authorized to enter into this Agreement and the Agreement is in proper form.

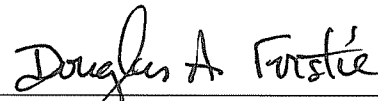
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**TRAFFIC.COM, A Division of
NAVTEQ CORPORATION**

STATE OF ARIZONA
Department of Transportation



By _____
LAWRENCE KAPLAN
Senior Vice President and General Counsel



By _____
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

G:\07-114 Traffic.com TOC access
Initial draft 8/13/07 ghc
Revised with TOC comments 8/28/07 ghc
Revised with Traffic.com comments 12/5/07 ghc